



Vendor Information	
SAP Vendor Number	
Vendor Name	Peter S. Brown
Street	1205 Wharton St.
City	Philadelphia
State	PA
Zip Code	19147-4509
Phone Number	215 334-0431
Social Security Number	152-44-7041
Service performed by Vendor	Writing (liner notes)
Additional Comments	

The entertainment industry, like other industries, has been the subject of federal, state and local tax audits relating the hiring of independent contractors. As a result, companies have been subject to the payment of penalties and interest as a result of such audits where they were not able to provide sufficient documentation to establish the worker as an independent contractor.

To protect SONY BMG MUSIC ENTERTAINMENT ("SONY BMG") against possible audits and penalties, you will need to review the attached agreement, complete Sections II, III, IV, V, sign and return it to the Department that is contracting for your services. Failure to comply with provisions of the attached may subject your compensation to tax withholding, and if you are incorrectly classified as an independent contractor, based upon the information that you supplied, SONY BMG will charge back to you, your share of the penalties and interest payable by SONY BMG to the taxation authorities.

Section II: Checklist for Determining Independent Contractor Status

Control Over Work (please check the appropriate answer)	Yes	No
1. Does the vendor regularly work outside of the SONY BMG MUSIC ENTERTAINMENT premises?	X	
2. Does the vendor deliver a final product/service or some other tangible evidence of his/her work?	X	
3. Does the vendor furnish a record of days and hours worked to SONY BMG MUSIC?		X



4a. Does the vendor require SONY BMG's approval to hire assistants?		X
4b. Are assistants paid directly by SONY BMG?		X
5. Is the vendor already trained in how to provide the product or service and is SONY BMG MUSIC ENTERTAINMENT purchasing the vendor's skill or expertise?	X	
6. Is the vendor engaged on the basis of an executed contract? If yes, attach a copy of the contract. If no, complete Section IV of this form.		
7. Has the vendor been a SONY BMG MUSIC ENTERTAINMENT Employee during the last three years?		X
Financial Control (please check the appropriate answer)	Yes	No
1. Does SONY BMG MUSIC ENTERTAINMENT reimburse the vendor for all expenses?		X
2. Is the vendor guaranteed a recurring minimum payment amount?	X	
3. Does the vendor perform similar services for other companies on a regular basis? If yes, see supporting documentation requirements in Section III.		X
4. Is the vendor paid on an hourly basis?		X
5. Is the vendor paid on a daily basis?		X
6. Is the vendor paid on a weekly basis?		X
7. Does the vendor make an investment in his/her business (e.g. purchase their own tools and equipment)?	X	
8. Does the vendor incur expenses in providing the service or product?		X
9. Does the vendor file Schedule C with their Federal Income Tax return?	X	
10. Is SONY BMG liable for damages for discharging the vendor prior to the completion of work?		X

Section III: Supporting Documentation for Independent Contractor Status - Please provide copy

Comments (use separate page(s) if necessary)	Yes	No	Date Received
Executed Contract with SONY BMG		X	
Business Card or Stationary		X	
Certificate of Incorporation (or any other form of registration filed on behalf of vendor's business)		X	
Discography / Client Listing for prior 12 months (Please indicate if the vendor was paid as an independent contractor or vendor)		X	
Advertising in Trade Journals or the Yellow Pages		X	

Section IV: Independent Contractor Verbal Agreement Questionnaire



The Independent Contractor Verbal Agreement Questionnaire should only be completed when the vendor is not engaged on the basis of an executed contract.

1. Does SONY BMG give you instructions on the way the work is to be completed?
- ☐ Yes ☐ No

2. Does SONY BMG require you to be supervised in providing your product or service?
- ☐ Yes ☐ No

If Yes, describe the manner in which you are supervised (use separate page, if necessary):

Section V: Vendor Signature

Independent Contract Agreement

In order for SONY BMG to contract your services and before any payment can be made to you for any such service you will need to:

- 1. Submit the Independent Contractor Questionnaire and all applicable documents. This information is required once every three (3) calendar years if your services are ongoing.**
- 2. Review and sign a completed questionnaire on your status as an independent contractor.**

In addition, you agree that you shall be responsible for:

- 1. The payment of all taxes and applicable insurance, including but not limited to, social security taxes, and federal, state and city income taxes.**
- 2. Making all necessary payments to indemnify SONY BMG in full against any claims, liabilities, costs or expenses (including, without limitation, legal expenses and reasonable counsel fees) that may arise out of any breach of the foregoing (including, without limitation, any tax liability including penalties and interest incurred by SONY BMG in connection with the payment of moneys to you hereunder).**

You warrant that:

- 1. You are currently actively engaged in providing services to non-SONY BMG parties in the capacity of an independent contractor.**
- 2. You will not take any action or file any claim that would be inconsistent with your status as an independent contractor, including but not limited to filing an unemployment insurance claim or a workers' compensation claim.**



You understand and agree that:

1. As an independent contractor in performing your services hereunder the Company shall carry no Workers' Compensation insurance or accident insurance to cover Consultant or any of his/her employees.
2. Nothing herein shall construe the parties hereto as partners, or joint ventures, or either as agent of the other, or as employer or employee.
3. In the performance of the work herein contemplated, Consultant is an independent contractor, with the authority to control and direct the performance of the details of Consultant's work, with the Company being interested only in the results obtained in conjunction with the priorities set forth by the Company. Consultant's work shall, however, be subject to the Company's general right of inspection and supervision to secure the satisfactory completion thereof.
4. Consultant agrees to comply with all United States federal, state, and municipal laws, rules, and regulations, as well as all applicable foreign laws and regulations that are now or may in the future become applicable.

This agreement shall be governed and construed in accordance with the laws of the State of New York applicable to contracts entered into and entirely performed in the State of New York.

Under penalty of perjury, I certify that the information I have provided in the completion of this questionnaire and the related supporting documentation is true, accurate, complete, and given of my own free will. Moreover, by signing this agreement I certify I have read and understand all of its provisions and agree to abide by its contents.

Signature: _____ **Date:** _____

Tax Identification/Social Security # _____ **152-44-7041** _____

**PLEASE ATTACH YOUR CLIENT LIST, DISCOGRAPHY OR A NOTE
INDICATING THAT THIS IS YOUR FIRST INDEPENDENT ASSIGNMENT**

THIS APPLICATION IS NOT COMPLETE WITHOUT THIS INFORMATION